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9 Attorneys for Plaintiff,
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

DONNA JONES, on behalf of herself, the State
of California, and other aggrieved employees,

Plaintiff,

vs.

CAVU EXPERIENCES (AMER) LLC; and
DOES 1-100, Inclusive,

Defendants.

Case No. 24CV000624

DECLARATION OF BARUCH KREIMAN
IN SUPPORT OF MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT

[Filed Concurrently with:

1. *Notice of Motion and Motion*
2. *Memorandum of Points and Authorities*
3. *Declaration of Donna Jones*
4. *Declaration of Compliance with Local Rule 2.99.05*
5. *[Proposed] Order*

Date: September 11, 2026
Time: 9:00 AM
Res ID: A-00624-001
Dept: 23
Assigned to: Hon. Jill H. Talley

Complaint Filed: January 16, 2024
Trial Date: None Set

I, Baruch Kreiman, declare:

1. I am an attorney at law duly licensed to practice before all the courts of the State of California and am a senior associate at Abramson Labor Group, attorneys of record for Plaintiff Donna Jones ("Plaintiff") in this action. I have personal knowledge of the facts

DECLARATION OF BARUCH KREIMAN IN SUPPORT OF MOTION

- 1 set forth herein and, if called as a witness, I could and would competently testify thereto.
- 2 2. I submit this declaration in support of Plaintiff's Motion for Approval of Private
3 Attorneys General Act ("PAGA") Settlement.
- 4 3. I am a 2015 graduate of the Pepperdine University School of Law. I was admitted to
5 the California State Bar in December 2015. Since that time, I have practiced primarily
6 in the area of employment litigation. I am currently a senior associate at the
7 employment law firm of Abramson Labor Group, where the vast majority of my work
8 focuses on representing employees in wage and hour and wrongful termination actions,
9 including complex wage and hour class and PAGA representative actions. My
10 experience includes conducting pre-filing investigation, drafting pleadings,
11 propounding and responding to formal discovery, analyzing complex payroll and
12 timekeeping records, drafting mediation briefs, attending mediations, and negotiating
13 long-form settlement agreements. Based on my extensive experience litigating similar
14 wage and hour actions, I believe the proposed Settlement is an excellent result for the
15 State of California and the aggrieved employees.
- 16 4. This settlement was not reached hastily. Prior to filing the Complaint, my office
17 conducted a thorough investigation into Plaintiff's employment history with Defendant
18 CAVU Experiences (AMER) LLC ("Defendant"). On January 5, 2024, my office
19 submitted notice to the Labor and Workforce Development Agency ("LWDA") and
20 Defendant detailing the alleged violations, specifically regarding meal and rest period
21 violations, unpaid premiums, and derivative wage statement and final pay violations.
- 22 5. Following the filing of the Complaint on January 16, 2024, the Parties engaged in
23 extensive discovery. Plaintiff served formal discovery, including Special
24 Interrogatories and Requests for Production of Documents, to which Defendant
25 responded.
- 26 6. Furthermore, the Parties engaged in a significant informal exchange of data to facilitate
27 mediation. Defendant produced key documents, including Plaintiff's personnel file,

- relevant employee handbooks (including the "California Addendum"), and, crucially, time and payroll records for the aggrieved employees. Defendant also produced copies of meal period waivers executed by employees.
7. My office analyzed the timekeeping and payroll data produced by Defendant. This analysis was critical in calculating the maximum theoretical exposure for the PAGA period. Our analysis identified potential violations where employees worked shifts in excess of five hours without a recorded meal period, and shifts where meal premiums were not paid. We also analyzed the validity of the "on-duty" nature of the work in the airport lounges and the impact of the meal period waivers on potential liability.
 8. The settlement is the result of a contested, arm's-length negotiation. On November 13, 2025, the Parties participated in a full-day private mediation presided over by Monique Ngo-Bonnici, Esq. Ms. Ngo-Bonnici is a well-respected neutral with significant experience in wage and hour class and representative actions.
 9. The mediation was hard-fought. Both sides submitted detailed mediation briefs outlining their respective theories of liability and damages. The negotiations were adversarial and conducted professionally, without collusion. The settlement reached was a compromise accepted by both sides to avoid the uncertainties and costs of continued litigation.
 10. The Parties agreed to a Gross Settlement Amount of \$250,000.00. I believe this amount is fair, reasonable, and adequate in light of the risks of continued litigation.
 11. To calculate Defendant's maximum theoretical exposure, my office analyzed the timekeeping and payroll data produced by Defendant during informal discovery. Defendant's data established that 287 individuals meet the definition for potential aggrieved parties in this matter. These aggrieved employees worked a total of 4,920 possible affected pay periods during the PAGA Period.
 12. Applying this data, Plaintiff estimated the maximum theoretical exposure for the PAGA period to be \$1,476,000.00. This breakdown consists of \$492,000.00 for the

underlying failure to provide meal breaks, \$492,000.00 for the derivative failure to keep and maintain accurate records, and \$492,000.00 for the derivative failure to pay all wages owed upon separation. Securing a non-reversionary Gross Settlement Amount of \$250,000.00 is fair, reasonable, and adequate given the substantial evidentiary and legal risks Plaintiff faced in proving these violations on a representative basis at trial:

a. Meal Period Waivers: Defendant produced evidence that many employees, including Plaintiff, signed meal period waivers. Defendant argued these waivers validly excused meal periods for shifts between five and six hours, which constituted a significant portion of the alleged violations. If the Court found these waivers valid, the potential penalties would be drastically reduced.

b. Nature of the Work: Defendant argued that the nature of the work in airport lounges (serving travelers with unpredictable schedules) required flexibility, potentially justifying late breaks or on-duty meal periods under the "nature of the work" exception.

c. Judicial Discretion: Under California Labor Code section 2699(e)(2), the Court has broad discretion to reduce PAGA penalties if the maximum penalty would be "unjust, arbitrary and oppressive, or confiscatory". There was a significant risk that even if Plaintiff prevailed at trial, the Court would exercise this discretion to reduce the stacked penalties to a fraction of the maximum exposure.

13. Weighing these risks, the \$250,000 non-reversionary settlement provides a guaranteed recovery for the State and the aggrieved employees now, rather than risking a defense verdict or a drastically reduced judgment after years of litigation and appeals.

14. Plaintiff requests attorneys' fees in the amount of \$87,500.00, representing thirty-five percent (35%) of the Gross Settlement Amount. This request is fair and consistent with the market rate for contingency PAGA cases in California. My firm took this case on a purely contingent basis, advancing all costs and dedicating significant hours with no guarantee of payment.

1 15. Lodestar Cross-Check: The fees requested are supported by a lodestar cross-check. My
2 firm has spent a total of 160 hours litigating this matter, resulting in a total lodestar of
3 \$83,080.00. A general summary showing the hours of work performed by each attorney
4 and paralegal/law clerk is set forth below:

Name	Rate	Hours	Lodestar
Baruch Kreiman (Senior Associate)	\$620	104	\$64,480.00
Junlin Liu (Associate)	\$450	23	\$10,350.00
Paralegals/Law Clerks	\$250	33	\$8,250.00
Total Lodestar		160	\$83,080.00

8 16. While the Settlement Agreement permits a deduction for litigation costs up to
9 \$16,000.00, Plaintiff requests reimbursement in the reduced amount of \$15,000.00 to
10 account for actual and anticipated final costs. To date, my firm has incurred a total of
11 \$14,462.15 in actual litigation costs and expenses. This total strictly consists of
12 \$1,644.15 in court filing fees, \$68.00 for service of process, and \$12,750.00 for
13 Plaintiff's half of the mediation fees for Ms. Ngo-Bonnici. The \$15,000.00 request
14 covers these out-of-pocket expenses plus anticipated final administration and filing fees,
15 with the unrequested \$1,000.00 remaining in the Net Settlement Amount to benefit the
16 aggrieved employees and the LWDA. These costs were necessary to the prosecution
17 and settlement of this action.

18 17. The Parties have selected Phoenix Class Action Administration Solutions to administer
19 the settlement. Phoenix is an experienced administrator in wage and hour matters. Their
20 bid to administer this settlement is capped at \$3,500.00. I have reviewed their proposal
21 and believe this cost is reasonable, competitive, and in the best interest of the settlement
22 class.

23 18. Attached hereto as Exhibit A is a true and correct copy of the fully executed Settlement
24 Agreement between Plaintiff and Defendant.

25 19. Attached hereto as Exhibit B is a true and correct copy of the letter sent to the LWDA
26 on January 5, 2024, giving notice of the alleged violations.

27 20. Attached hereto as Exhibit C is a true and correct copy of the case administration

1 estimate provided by Phoenix Class Action Administration Solutions.

2 21. Attached hereto as Exhibit D is a true and correct copy of the proof of submission of
3 this Motion for Approval of PAGA Settlement to the LWDA.

4 22. Attached hereto as Exhibit E is a true and correct copy of my firm's expense ledger
5 detailing these incurred litigation costs.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct.

8 Executed at Burbank, California.

9
10 DATED: April 6, 2026

By: Baruch Kreiman

Baruch Kreiman, Esq.
Attorney for Plaintiff
Abramson Labor Group

EXHIBIT A

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is reached by and between Plaintiff Donna Jones (“Plaintiff”), individually and as a private attorney general, on the one hand, and Defendant CAVU Experiences (AMER) LLC (“CAVU” or “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff is represented by W. Zev Abramson, Nissim Levin, and Baruch Kreiman of Abramson Labor Group. Defendant is represented by Eric W. Witt of Squire Patton Boggs (US) LLP.

Plaintiff filed an action against Defendant in the Sacramento County Superior Court, titled *Donna Jones v. CAVU EXPERIENCES (AMER) LLC*, Case No. 24CV000624, on January 16, 2024 (the “Action”). The operative Complaint in the Action alleges claims against Defendant for: (i) Civil Penalties Under the Private Attorneys General Act (Labor Code § 2698, *et seq.*).

On November 13, 2025, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, which led to this Agreement to settle the Action.

Prior to mediation, Plaintiff obtained, through informal discovery, exemplars of Defendant’s employee wage statements as well as other relevant data, including the number of persons employed by Defendant within California in a non-exempt capacity during the relevant period, and documents for the relevant time period. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

Given the uncertainty of litigation, the Parties wish to settle Plaintiff’s claims, and will do so on a representative basis. Accordingly, Plaintiff and Defendant agree as follows:

I. DEFINITIONS

1. **"Administration Costs"** shall mean the amount paid to the third-party administrator for administering the PAGA Payment, which shall not exceed three thousand, five hundred dollars (\$3,500).
2. **"Case"** means the action pending in the Sacramento County Superior Court entitled, *Donna Jones v CAVU Experiences (AMER) LLC*, Case No. 24CV000624, alternatively referred to as the “Action.”
3. **"Court"** means the Sacramento County Superior Court.
4. **"Covered Pay Periods"** means the pay periods in which PAGA Settlement Group Members provided services to Defendant in California during the PAGA Period.
5. **"Defendant"** means CAVU Experiences (AMER) LLC.
6. **"Defendant's Counsel"** means: Eric W. Witt, Esq., of SQUIRE PATTON BOGGS (US) LLP.
7. **"Effective Date"** means the date of service of the Notice of Entry of the Court's Final Order dismissing the Case with prejudice ("Final Order").

8. **"Final Order"** means the order the Court signs dismissing the Case with prejudice, substantially in the form attached hereto as Exhibit A.
9. **"Funding Deadline"** means the date by which Defendant agrees to fully fund the Gross Settlement Amount, which will be not later than thirty (30) calendar days after the Final Order is issued.
10. **"Gross Settlement Amount"** shall mean the total of Two Hundred Fifty Thousand Dollars (\$250,000), which is the maximum that Defendant will be required to pay under this Settlement Agreement. The Gross Settlement Amount will be used to pay all payments to the LWDA, PAGA Settlement Group Members, and Settlement Administrator, as well as Plaintiff's Counsel's attorneys' fees and costs and Plaintiff's Individual Payment.
11. **"Individual PAGA Payment" or "Settlement Share"** means the proportional pro rata amount payable from the PAGA Payment to each of the PAGA Settlement Group Members out of the 25% of the PAGA Payment attributable to civil penalties under California Labor Code section 2699, with such individual shares to be based on the number of Covered Pay Periods during which a PAGA Settlement Group Member worked for Defendant during the PAGA Period. PAGA Settlement Group Members will be issued IRS Form 1099s for their Individual PAGA Payments.
12. **"LWDA"** means the California Labor & Workforce Development Agency.
13. **"LWDA Payment"** means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Settlement Agreement.
14. **"Net Settlement Amount"** means the amount from the Gross Settlement Amount that is available for distribution as the PAGA Payment (the LWDA Payment plus the Individual PAGA Payments to the PAGA Settlement Group Members) after deducting (1) the Settlement Administrator's fees and expenses (subject to Court approval); (2) the Plaintiff Individual Payment (subject to Court approval); and (3) Plaintiff's attorneys' fees and costs (subject to court approval). The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members as payment of civil penalties under the PAGA.
15. **"Omitted Person(s)"** means any additional persons who are not initially included in the list of PAGA Settlement Members provided to the Settlement Administrator-but should have been-that are discovered at any time, including after checks are mailed to PAGA Settlement Members.
16. **"PAGA"** means the California Labor Code Private Attorneys General Act, California Labor Code sections 2698 *et seq.*
17. **"PAGA Payment"** means the LWDA Payment plus the Individual PAGA Payments to the PAGA Settlement Group Members, which collectively equals the amount from the Gross Settlement Amount that remains after deducting (1) the Settlement Administrator's fees and expenses (subject to Court approval); (2) the Plaintiff Individual Payment (subject to Court approval); and (3) Plaintiff's attorneys' fees and costs (subject to court approval). One hundred percent (100%) of the PAGA Payment shall be allocated to civil penalties under California Labor Code section 2699, with seventy-five percent (75%) of the PAGA Payment going to the LWDA and twenty-five percent (25%) going to the PAGA Settlement Group

Members.

18. **"PAGA Period"** means the time period from January 5, 2023 through the earlier of approval of the settlement or January 13, 2026.
19. **"PAGA Settlement Group Member(s)"** means any and all persons employed by Defendant in any nonexempt, hourly position in the State of California during the PAGA Period.
20. **"Plaintiff"** means Donna Jones.
21. **"Plaintiff's Counsel"** means Baruch Kreiman of the law firm of Abramson Labor Group.
22. **"Plaintiff's Individual Payment"** shall mean the Ten Thousand Dollars (\$10,000), to be paid to Plaintiff in settlement of her Individual Claims (defined below) in exchange for the full release of Plaintiff's Released Claims against Defendant. The Settlement Administrator (and not Defendant) shall issue an IRS Form 1099 to Plaintiff reflecting her Individual Payment.
23. **"Released Parties"** means Defendant CAVU EXPERIENCES (AMER), LLC, and all of its respective past, present, and future direct and indirect affiliates, parents, subsidiaries, predecessors, successors and assigns, and all of their respective past, present and future partners, principals, officers, directors, members, managers, employees, attorneys, insurers, representatives and agents, whether acting as agents or in individual capacities, their pension and welfare benefit plans (and their respective plan administrators, fiduciaries, insurers and trustees), and this Settlement Agreement shall inure to the benefit of and shall be binding and enforceable by all such entities and individuals.
24. **"Settlement Administrator"** means Phoenix Class Action Administration Solutions ("Phoenix"), the third-party administrator retained by the Parties to administer the settlement.

II. RECITALS

1. Plaintiff worked as a nonexempt employee in the position of lounge agent for Defendant from approximately August 30, 2022 through April 25, 2023.
2. On January 5, 2024, Plaintiff sent a letter to the LWDA notifying the LWDA that she intended to pursue a PAGA action against Defendant for alleged violations of the California Labor Code.
3. On January 16, 2024, Plaintiff filed a PAGA Representative Action Complaint against Defendant in the Superior Court of the State of California, County of Sacramento.
4. The operative PAGA Representative Action Complaint alleges a single cause of action for civil penalties pursuant to PAGA on behalf of all current and former non-exempt, hourly employees of Defendant under the following theories of liability: Defendant (1) failed to provide legally compliant meal periods and rest breaks or pay premiums in lieu thereof; (2) failed to furnish timely and accurate wage statements; and (4) failed to pay all wages owed upon separation.
5. On November 13, 2025, the Parties attended mediation with mediator Monique Ngo-Bonnici, Esq. and arrived at a settlement at the conclusion of the mediation, thereby fully and finally resolving the action in its entirety.

III. TERMS OF SETTLEMENT AGREEMENT

1. Representation Regarding PAGA Settlement Group Members and Pay Periods.

Defendant represents that there are approximately 287 individuals who are PAGA Settlement Group Members. These PAGA Settlement Group Members worked approximately 4,920 total Covered Pay Periods.

2. Non-Admission and Denial of Liability. This Settlement Agreement is a product of compromise. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff or the LWDA that their representative claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, the PAGA Settlement Group Members, or any other person. Defendant denies that it violated the law in any manner alleged in the Action. Moreover, nothing in this Settlement Agreement shall be construed to be an admission by Defendant that the claims against Defendant have merit or that Defendant engaged in any wrongdoing. The Parties have entered into this Settlement Agreement to avoid further disputes and litigation in the Case with the attendant inconvenience, nuisance, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability. The Parties agree that an express condition of this Settlement Agreement is that there has been no finding of liability on the merits, and that this Settlement Agreement therefore cannot be a basis to assert offensive collateral estoppel against Defendant.

3. Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Total Settlement Amount is Two Hundred Fifty Thousand Dollars (\$250,000) inclusive of Plaintiff Counsel's attorney's fees and costs.

4. Escalator Clause. Defendant certifies that there is a total of approximately 4,920 Covered Pay Periods in the PAGA Period. However, if the total number of pay periods proves to be at least ten percent (10%) higher, or at least 5,412 pay periods worked, then CAVU Experiences shall have the option to either (A) increase the Gross Settlement Amount by the percentage increase in the number of pay periods worked by the PAGA representative action members above 10% (e.g. if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%), or (B) rolling back the release period to the date in which 5,412 pay periods is met.

5. Funding Deadline. CAVU Experiences agrees to fully fund the Gross Settlement Amount within thirty (30) calendar days of the Court entering the Final Order.

6. Components of the Gross Settlement Amount. The Parties agree to the following allocations to be paid from the Gross Settlement Amount:

- a. Attorneys' Fees and Litigation Costs.** Plaintiff's Counsel will request, and Defendant will not oppose, attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement in the amount of eighty-seven thousand, five hundred dollars (\$87,500) and costs incurred in an amount not to exceed sixteen thousand dollars (\$16,000). Should the Court approve an award of attorney's fees and/or costs of less than these amounts, any amount remaining will be included in the Net Settlement Amount to be distributed to the LWDA and PAGA Settlement Group Members.

- b. Administration Costs.** Administration Costs shall include the cost of the Administrator selected by Plaintiff and approved by Defendant to administer the PAGA Payment. The Parties have selected the third-party administrator Phoenix to administer the settlement which will include, *inter alia*, the required tax reporting on Individual PAGA Payments, tax reporting of Plaintiff's Individual Payment, the issuing of 1099 IRS Forms, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations. The Administration Costs for administering the PAGA Payment shall be paid from the Gross Settlement Amount and shall not exceed three thousand five hundred dollars (\$3,500).
- c. Plaintiff's Individual Payment.** Subject to Court approval, Plaintiff shall receive the Plaintiff's Individual Payment in settlement of the Individual Claims in exchange for the full release of Plaintiff's Released Claims against Defendant and the Released Parties. Should the Court approve an award of Plaintiff's Individual Payment of less than ten thousand dollars (\$10,000), any amount remaining will be included in the Net Settlement Amount to be distributed to the LWDA and the PAGA Settlement Group Members. This payment will be reported on an IRS Form 1099 issued to Plaintiff.

7. Net Settlement Amount. The Gross Settlement Amount will be used to pay the following amounts, subject to court approval: (1) attorneys' fees (not to exceed \$87,500) and litigation costs (not to exceed \$16,000); Plaintiff's incentive award (not to exceed \$10,000), and the Settlement Administrator's costs (not to exceed \$3,500). After these foregoing amounts are deducted, the remaining amount shall form the Net Settlement Amount, of which 100% shall be allocated to the PAGA Payment.

8. PAGA Payment. The PAGA Payment shall be paid in final settlement and resolution of the PAGA Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699. The PAGA Payment shall be distributed as follows:

- a.** (1) The LWDA shall receive 75% of the PAGA Payment; and
- b.** The PAGA Settlement Group Members shall receive 25% of the PAGA Payment- PAGA Settlement Group Members' Settlement Shares- which shall be allocated to each PAGA Settlement Group Member on a pro rata basis using the number of Covered Pay Periods worked as a PAGA Settlement Group Member. Payments to PAGA Settlement Group Members will be reported on IRS Form 1099s.

9. Releases.

- a. PAGA Release.** In her capacity as a private attorney general and an "aggrieved employee" acting on behalf of herself, the PAGA Settlement Group Members, and as a proxy or agent of the LWDA and the State of California, Plaintiff agrees to release Defendant and the other Released Parties from any and all PAGA Released Claims that arose during the PAGA Period. The express purposes of this Settlement Agreement and the Final Order to be entered by the Court following approval of this Settlement Agreement regarding the Action is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA from asserting any of the PAGA Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal.4th 969, 986 (2009), the ability of

Plaintiff, the State of California and any PAGA Settlement Group Member (which includes any legal heirs and/or successors in interest of each and every PAGA Settlement Group Member) to bring a PAGA Released Claim on behalf of the LWDA is completely and forever foreclosed. Any Party to this Settlement Agreement may use the Settlement Agreement to assert that this Settlement Agreement and the Final Order to be entered by the Court following approval of this Settlement Agreement bar any later-filed action asserting any of the PAGA Released Claims against any of the Released Parties. The provisions of this paragraph apply regardless of whether Plaintiff and/or the PAGA Settlement Group Members cash their Individual PAGA Payment checks, so long as the Gross Settlement Amount is administered and carried out according to this Settlement Agreement. No PAGA Settlement Group Member has the right to opt-out of, object to, or otherwise challenge this PAGA Release.

- b. PAGA Released Claims.** "PAGA Released Claims" means all claims, causes of action, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, or interest that were alleged or could have been alleged in the Case that are based on alleged failure to provide meal periods; failure to provide rest breaks; failure to pay minimum wages; failure to pay overtime wages; failure to furnish timely, accurate wage statements; failure to pay all wages upon separation; failure to reimburse all necessary, business-related expenses; and failure to pay all wages earned through the end of the PAGA Period. No PAGA Settlement Group Member has the right to opt-out of, object to, or otherwise challenge the PAGA Released Claims. The Parties agree that, beyond the Gross Settlement Amount (subject to increase pursuant to the Escalator Clause at Paragraph 4), Defendant shall not owe any additional monies to the PAGA Settlement Group Members or the LWDA, based on the PAGA Released Claims. Upon full funding of the Gross Settlement Amount, except as to such rights or claims as may be created by this Settlement Agreement, all PAGA Settlement Group Members and the LWDA fully release and discharge the Released Parties from all PAGA Released Claims.
- c. Plaintiff's Released Claims.** In consideration for receiving Plaintiff's Individual Payment described above, and as a condition of Defendant's willingness to enter into this Agreement, Plaintiff hereby binds herself, and all of her heirs, beneficiaries, trustees, administrators, executors, assigns, agents and legal representatives (collectively, the "Releasers"), and hereby releases, waives, and forever discharges Defendant and the Released Parties from, and hereby acknowledges full accord and satisfaction of, any and all claims, causes of action, debts, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, interest and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal, state or local law or otherwise) that relate to or arise from any act or failure to act from the beginning of time until the Effective Date of this Agreement, including but not limited to those relating to any and all disputed claims, with respect to Plaintiff, that Defendant failed to provide meal periods; provide rest breaks; pay minimum wages; pay overtime wages; furnish timely, accurate wage statements; pay all wages upon separation; reimburse all necessary, business-related expenses; pay all wages earned up to and including the date of the execution of this Settlement Agreement; or that relate to Plaintiff's employment by Defendant and the termination of that employment("Plaintiff's Released Claims").

- i. Plaintiff also covenants not to sue Defendant and/or the Released Parties for**

any of Plaintiff's Released Claims, agrees not to participate in any class, collective, representative, or group action that may include any of Plaintiff's Released Claims, and by this Settlement Agreement, affirmatively opts out of any such class, collective, representative or group action. Plaintiff agrees not to participate in, seek to recover in, or assist in any litigation or investigation by other persons or entities against Defendant and/or the Released Parties, except as required by law. Plaintiff's Individual Payment shall be paid to Plaintiff specifically in exchange for the release of the Released Parties from Plaintiff's Released Claims and for the covenant not to sue concerning Plaintiff's Released Claims. Notwithstanding any other provision of this Settlement Agreement, this release does not release any claims that cannot lawfully be released by private agreement.

- ii. **Nothing in this Settlement Agreement precludes Plaintiff from participating in any investigation or proceeding before any government agency or body.** However, while Plaintiff may file a charge and participate in an investigation or administrative proceeding, by signing this Settlement Agreement, Plaintiff waives any right to bring a lawsuit against Defendant and the Released Parties regarding Plaintiff's Released Claims and waives any right to any individual monetary recovery. Nothing in this Settlement Agreement is intended to impede Plaintiff's ability to report possible securities law violations to the government or to receive a monetary award from a government administered whistleblower-award program. Nothing in this Settlement Agreement waives Plaintiff's right to testify or prohibits Plaintiff from testifying in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment when Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena or written request from an administrative agency or the California state legislature.
- iii. **Waiver of Civil Code Section 1542 by Plaintiff.** Plaintiff, on behalf of herself and her respective heirs, beneficiaries, trustees, executors, administrators, assigns, agents, insurers, representatives, and successors (but not on behalf of the PAGA Settlement Group Members or the LWDA), acknowledges her understanding of and expressly waives any and all rights and benefits conferred by the provisions of section 1542 of the Civil Code of the State of California and any similar law of any state or territory of the United States or other jurisdiction with respect to Plaintiff's Released Claims and the PAGA Released Claims. This section provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- iv. Thus, subject to and in accordance with the provisions of this Settlement Agreement, even if Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of Plaintiff's Released Claims and the PAGA Released Claims, she shall be, upon the Effective Date, deemed to have and by operation of the Final Order shall have, fully, finally, and forever settled and released any and all of Plaintiff's Released Claims and the PAGA Released Claims. This is true whether such claims are known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or

coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

10. Covenants and Representations by Plaintiff and Plaintiff's Counsel.

- a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.
- b. Plaintiff acknowledges that she has read this Settlement Agreement, that she fully understands her rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with, and indeed has consulted with, her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

11. No Press Releases. No Party or their counsel shall issue a press release or otherwise notify the media about the terms of this Settlement Agreement or the Case, nor advertise or market any of the terms of this Settlement Agreement or the Action through written, recorded or electronic communication. The Parties and their counsel further agree that, if contacted regarding this case, they will state only that the lawsuit exists and has been resolved. This provision is not intended to, and does not limit, Plaintiff's Counsel from notifying the LWDA of the settlement or responding to questions from and providing advice to PAGA Settlement Group Members regarding the settlement after Court approval is granted. This provision also does not preclude the Parties from corresponding with any settlement administrators nor from filing with the Court documents (including this Settlement Agreement) necessary to obtain Court approval pursuant to PAGA.

12. Court Approval of Settlement of Action. Plaintiff's Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Settlement ("Motion for Approval") regarding the resolution of this Case. Along with the Motion for Approval, Plaintiff will submit a proposed Final Order to be agreed upon by the Parties. The Motion and Proposed Final Order shall also be served on the LWDA when filed with the Court. If the Court does not approve the settlement reached at mediation, the Parties agree to work cooperatively together to renegotiate the terms of any settlement within 60 days of the first date the Court fails to approve the settlement. Should Court approval of a settlement still not occur within 60 days after any such renegotiation, then any settlement and agreement is null and void, of no force and effect whatsoever and shall not be referred to or used for any purpose whatsoever and the Parties will be restored to their positions prior to mediation, unless the Parties mutually agree otherwise in writing.

13. Non-Approval of Settlement Agreement. Because settlement of the Action requires Court approval pursuant to California Labor Code section 2699(1)(2), the Settlement Agreement is conditional and contingent upon the Court's approval and entry of the Final Order. If the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, then each of the Parties by and through Counsel, will cooperate with each other and use their best efforts to revise the affected term(s) of the Settlement Agreement. If, however, the Court does not approve the Gross Settlement Amount or otherwise requires substantial modification of the Settlement Agreement as a condition of its approval, either Party shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have

reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

14. Waiver of Right to Appeal. Provided that the Court's approval of this Settlement Agreement is consistent with the material terms of this Settlement Agreement, Plaintiff and Defendant hereby waive any and all rights to appeal the approval of the Settlement Agreement, and the Order therefore will become non-appealable at the time it is entered.

IV. ADMINISTRATION OF THE SETTLEMENT

- a. Motion for Approval of PAGA Settlement Regarding the Case.** After the execution of this Settlement Agreement, Plaintiff shall file a Motion for Approval of the PAGA Settlement regarding the Case and will serve the Motion and this Settlement Agreement on the LWDA consistent with California Labor Code section 2699(1)(2). As part of this, Plaintiff agrees to undertake any efforts necessary for the Court to enter a Final Order of approval. Within ten (10) calendar days of receipt of the Final Order, Plaintiff shall submit a copy of the executed Final Order to the LWDA consistent with California Labor Code section 2699(1)(3).
- b. Settlement Administration.** A third-party administrator mutually acceptable to all Counsel (the "Settlement Administrator") will administer distribution of the PAGA Payment. Specifically, the Administrator will update addresses for PAGA Settlement Group Members via the USPS National Change of Address database and perform a skip tracing process to determine the best, most recent address prior to distribution of the PAGA Payment; determine Individual PAGA Payment amounts for each PAGA Settlement Group Member; distribute Plaintiff's Counsel's attorneys' fees and costs and Individual PAGA Payments to PAGA Settlement Group Members; re-mail undeliverable Individual PAGA Payment checks; make payment to the LWDA for its 75% share of the PAGA Payment; redirect the funds of uncashed checks for Individual PAGA Payments to the California State Controller's Office's Unclaimed Property Division in the name of the PAGA Settlement Group Member; and perform related tax, accounting, and administration services.
- c. Timing of Settlement Payments and Receipt of Contact Information.**
 - i.** Within seven (7) calendar days after the Court signs the Final Order approving the Settlement, Defendant will provide to the Settlement Administrator all PAGA Settlement Group Members' names, last known addresses and telephone numbers, Social Security numbers, and number of Covered Pay Periods (collectively, "PAGA Settlement Group Members' Information"). This information will remain confidential and will not be disclosed to anyone, except pursuant to Defendant's express written authorization or by order of the Court. The Settlement Administrator shall provide to Plaintiff's Counsel the total number of PAGA Settlement Group Members and total number of Covered Pay Periods.
 - ii.** Within two (2) business days after Defendant provides the Settlement Administrator with the PAGA Settlement Group Members' Information, (1) the Settlement Administrator will provide Defendant with wire transfer information and (2) Plaintiff's Counsel will provide the Settlement Administrator with Plaintiff's mailing

address and Plaintiff's Counsel's W-9 and wire transfer information for attorneys' fees and litigation costs.

- iii. Defendant will transfer the Gross Settlement Amount to the Settlement Administrator via wire transfer by the Funding Deadline.
- iv. Within ten (10) calendar days after Defendant has fully funded the Gross Settlement Amount, the Settlement Administrator shall distribute from the Gross Settlement Amount: (1) Plaintiff's Counsel's attorney's fees and costs via wire transfer, (2) Plaintiff's Individual Payment via paper check via regular First-Class U.S. Mail, and (3) the Settlement Administrator's costs.
- v. Within ten (10) calendar days after Defendant has fully funded the Gross Settlement Amount, the Settlement Administrator shall distribute from the Net Settlement Amount: (1) the LWDA Payment and (2) Settlement Shares.

d. Distribution of Settlement Shares.

- i. The Settlement Administrator will issue to each PAGA Settlement Group Member at their last known address a check for their Individual PAGA Payment, along with the explanatory letter (the Parties have agreed on the form of the letter, attached as Exhibit B).
 - ii. Checks will remain negotiable for one hundred and eighty (180) days. Any checks returned as non-deliverable on or ten (10) calendar days before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or similar search using the name, address, or Social Security number of the PAGA Settlement Group Member, and will then perform a single re-mailing.
 - iii. The Settlement Administrator shall mail a check-cashing reminder postcard to those PAGA Settlement Group Members who have not negotiated their Individual PAGA Payment checks thirty (30) days prior to the check expiration date.
 - iv. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining uncashed for more than 180 days after issuance shall be tendered to the California State Controller's Office's Unclaimed Property Division in the name of the PAGA Settlement Group Member.
- e. **Accounting.** The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid.
- f. **No Tax Representations.** The Parties agree that all tax obligations, if any, which may arise from the payments set forth above shall be the sole obligation of Plaintiff and/or PAGA Settlement Group Members. Plaintiff acknowledges that Plaintiff's Counsel and Defendant do not make representations or warranties with respect to any tax consequences or

characterization of the nature of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

- 1. Stay of Case.** The Parties agree to stay the Case, except to the extent necessary to complete, finalize and implement this Settlement Agreement.
- 2. Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.
- 3. Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.
- 4. Costs and Fees.** Except as otherwise agreed herein, the Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Case.
- 5. Authority.** Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind them to the terms and conditions of this Settlement Agreement, including each and every PAGA Settlement Group Member (which includes any legal heirs and/or successors-in-interest of each and every PAGA Settlement Group Member) and the LWDA.
- 6. Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in this Court.
- 7. Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Case. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in interest.
- 8. Nullification of Settlement Agreement.** In the event that the Settlement Agreement does not become final as provided herein for any reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, the Parties will be returned to their original respective positions.
- 9. Continuing Jurisdiction.** Following the Judgment and the Court's Order dismissing the Case, the Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6, over this action and the Parties and PAGA Settlement Group Members, to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent of this Settlement Agreement.

- 10. Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement.
- 11. Execution and Counterparts.** This Settlement Agreement requires execution by all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.
- 12. Acknowledgement that the Settlement Is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Case, acknowledging that the Court "may award a lesser amount than the maximum civil penalty amount specified by" PAGA "if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal Lab. Code § 2699(e)(2). The Parties have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.
- 13. Invalidity of Any Provision and Severability.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to find all provisions of this Settlement Agreement valid and enforceable. Should any portion, word, clause, phrase, sentence, or paragraph of this Settlement Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.
- 14. Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.
- 15. Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, that this Settlement Agreement has been executed with the consent and advice of counsel, and this Settlement Agreement has been reviewed in full. The Parties to this Settlement Agreement agree that it reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.
- 16. Cooperation, Execution of Necessary Documents and Disputes.** The Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement Agreement and receive approval from the Court. The Court will retain continuing jurisdiction as to the implementation of the Settlement Agreement, interpretation of the Settlement Agreement, the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement.
- 17. Entire Integrated Agreement.** This Settlement Agreement constitutes the entire integrated agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement that relate to the subject matter of this Settlement Agreement. This

Settlement Agreement may not be modified except in a written document signed by Plaintiff and Defendant.

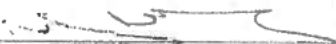
18. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms. The Parties further agree that, as of the date of the Final Order, Plaintiff, all other PAGA Settlement Group Members, the LWDA, and Defendant shall be bound by this Settlement Agreement

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

AGREED TO AND APPROVED BY:

CAVU EXPERIENCES (AMER) LLC

DATED: 2/2/26

By: 
Nick Woods, CAVU MD

DONNA JONES

DATED: Jan 14, 2026


Plaintiff

APPROVED AS TO FORM:

ABRAMSON LABOR GROUP

DATED: Jan. 8, 2026

By: Baruch Kreiman
Baruch Kreiman
Attorney for Plaintiff

SQUIRE PATTON BOGGS (US) LLP

DATED: 2/2/2026

By: 
Eric W. Witt
Attorney for Defendant

Settlement Agreement may not be modified except in a written document signed by Plaintiff and Defendant.

18. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms. The Parties further agree that, as of the date of the Final Order, Plaintiff, all other PAGA Settlement Group Members, the LWDA, and Defendant shall be bound by this Settlement Agreement

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

AGREED TO AND APPROVED BY:

CAVU EXPERIENCES (AMER) LLC

DATED: _____ By: _____

DONNA JONES

DATED: Jan 14, 2026
_____ 
Plaintiff

APPROVED AS TO FORM:

ABRAMSON LABOR GROUP

DATED: Jan. 8, 2026
By: Baruch Kreiman
Baruch Kreiman
Attorney for Plaintiff

SQUIRE PATTON BOGGS (US) LLP

DATED: _____ By: _____
Eric W. Witt
Attorney for Defendant

AMERICAS 1106259740 v1 - Jones v CAVU Long Form Settlement (Draft)(1106210754.1) - final for signatures

Final Audit Report

2026-01-14

Created:	2026-01-08
By:	Baruch Kreiman (baruch@abramsonlabor.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAANmnC4yeUiDt7Tfvi1C6Ua0tTiBmd7LOh

"AMERICAS 1106259740 v1 - Jones v CAVU Long Form Settlement (Draft)(1106210754.1) - final for signatures" History

 Document created by Baruch Kreiman (baruch@abramsonlabor.com)
2026-01-08 - 9:36:01 PM GMT

 Document emailed to Donna Jones ([REDACTED]) for signature
2026-01-08 - 9:36:06 PM GMT

 Email viewed by Donna Jones [REDACTED]
2026-01-14 - 11:22:05 PM GMT

 Document e-signed by Donna Jones [REDACTED]
Signature Date: 2026-01-14 - 11:29:04 PM GMT - Time Source: server

 Agreement completed.
2026-01-14 - 11:29:04 PM GMT

SETTLEMENT
AGREEMENT
EXHIBIT A

1 W. Zev Abramson, Esq. #289387
Baruch Kreiman, Esq. #306328
ABRAMSON LABOR GROUP
1700 West Burbank Blvd.,
Burbank, CA 91506
Tel: (213) 493-6300
Fax: (213) 336-3704
litigationmail@abramsonlabor.com

Attorneys for Plaintiff,
DONNA JONES

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

DONNA JONES, on behalf of herself, the State
of California, and other aggrieved employees,

Plaintiff,

vs.

CAVU EXPERIENCES (AMER) LLC; and
DOES 1-100, Inclusive,

Defendants.

Case No. 24CV000624

DECLARATION OF PLAINTIFF DONNA
JONES IN SUPPORT OF MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT

[Filed Concurrently with:

- 1. Notice of Motion and Motion*
- 2. Memorandum of Points and Authorities*
- 3. Declaration of Baruch Kreiman*
- 4. Declaration of Compliance with Local
Rule 2.99.05*
- 5. [Proposed] Order]*

Date: September 11, 2026
Time: 9:00 AM
Res ID: A-00624-001
Dept: 23
Assigned to: Hon. Jill H. Talley

Complaint Filed: January 16, 2024
Trial Date: None Set

1 Plaintiff appeared by counsel Baruch Kreiman of Abramson Labor Group. Defendant CAVU
2 Experiences (AMER) LLC ("Defendant") appeared by counsel from Squire Patton Boggs (US)
3 LLP.

4 The Court, having fully reviewed the Motion, the Memorandum of Points and Authorities,
5 the Declarations of Plaintiff and Counsel, the Settlement Agreement, and all other papers filed in
6 support thereof, and having heard the arguments of counsel, hereby finds that the Settlement is
7 fair, reasonable, and adequate, and consistent with the public policy of the Private Attorneys
8 General Act ("PAGA").

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

- 10 1. The Court grants the Motion and approves the Settlement Agreement ("Settlement")
11 between Plaintiff and Defendant as fair, reasonable, and adequate. The Court finds that
12 the Settlement achieves the purposes of the PAGA by providing meaningful civil
13 penalties to the State of California and the Aggrieved Employees, and that the
14 settlement amount was reached through arm's-length bargaining with the assistance of
15 an experienced mediator.
- 16 2. The Court orders Defendant to fund the Gross Settlement Amount of \$250,000.00 in
17 accordance with the timeline and terms set forth in the Settlement Agreement. This
18 amount is non-reversionary.
- 19 3. The Court approves the payment of \$87,500.00 (35% of the Gross Settlement Amount)
20 to Abramson Labor Group for attorneys' fees, finding this amount reasonable under the
21 common fund doctrine given the results achieved and the risks undertaken.
- 22 4. The Court further approves the reimbursement of actual litigation costs and expenses
23 in the amount of \$15,000.00.
- 24 5. The Court approves an Incentive Award of \$10,000.00 to Plaintiff Donna Jones in
25 recognition of her efforts in investigating the claims, assisting counsel, and releasing
26 her individual claims to secure this resolution.
- 27 6. The Court approves the payment of \$3,500.00 to Phoenix Class Action Administration

1 Solutions for the costs of administering the Settlement, including the calculation and
2 distribution of penalties and tax reporting.

3 7. The Court approves the "Net Settlement Amount" (calculated as the Gross Settlement
4 Amount less the approved fees, costs, incentive award, and administration expenses)
5 to be distributed as PAGA civil penalties. Pursuant to Labor Code § 2699(i), these
6 penalties shall be allocated as follows:

7 a. 75% to the Labor and Workforce Development Agency ("LWDA"): \$100,500.00
8 (based on the approved deductions).

9 b. 25% to the Aggrieved Employees: \$33,500.00 (based on the approved deductions),
10 to be distributed on a pro-rata basis to all Aggrieved Employees employed by
11 Defendant during the PAGA Period (January 5, 2023, through January 13, 2026).

12 8. The Settlement Administrator is directed to distribute the payments in accordance with
13 the terms of the Settlement Agreement. Any settlement checks remaining uncashed
14 after the expiration of the check-cashing period shall be transmitted to the Unclaimed
15 Property Division of the California State Controller's Office in the name of the
16 Aggrieved Employee, as provided in the Settlement.

17 9. Pursuant to Code of Civil Procedure section 664.6 and the terms of the Settlement, the
18 Court retains jurisdiction over the Parties and this action to enforce the terms of the
19 Settlement and this Order. This action is not dismissed at this time.

20 10. Compliance Hearing. A Settlement Compliance Hearing is set for
21 _____ at _____ Department 23 of the Sacramento
22 Superior Court. At least fifteen (15) court days prior to the Compliance Hearing,
23 Plaintiff's Counsel shall file a declaration from the Settlement Administrator
24 confirming that all payments have been made and all checks have been distributed in
25 accordance with this Order.

26 IT IS SO ORDERED.
27

1 DATED: _____
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HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT

SETTLEMENT
AGREEMENT
EXHIBIT B

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From *Donna Jones v. CAVU Experiences (AMER) LLC*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Donna Jones v. CAVU Experiences (AMER) LLC*, Sacramento County Superior Court Case No. 24CV000624.

That case was filed against CAVU Experiences (AMER) LLC (“CAVU” or “Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq. (called “PAGA”). The claim was brought on behalf of the State of California and all similarly situated “aggrieved employees” who worked as non-exempt, hourly employees for CAVU.

You have been identified as one of the employees on whose behalf the case was brought. The plaintiff in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies that it did anything wrong or that it owes any penalties.

The parties agreed to resolve the case, and as part of that settlement, CAVU agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties get divided between the State and the employees. The enclosed check represents your portion of the penalties allocated to the employees.

It is important to note that this is not a class action settlement. You may have received notifications in the mail regarding other class action settlements you may or may not have been a part of in the past. This case against Defendant is not a class action. Therefore, you cannot seek to opt out from the PAGA settlement to pursue your own claims.

If you have any questions, you can contact Plaintiff’s counsel or Defendant’s counsel:

Attorneys for Plaintiff Donna Jones	Attorneys for Defendant CAVU Experiences (AMER) LLC
Baruch Kreiman Abramson Labor Group (213) 493-6300 Baruch@abramsonlabor.com	Eric W. Witt Squire Patton Boggs (US) LLP (213) 689-5184 Eric.Whitt@squirepb.com

Sincerely,

Phoenix Class Action Administration Solutions

EXHIBIT B

January 5, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: *Jones v. CAVU Experiences (AMER) LLC*

To Whom It May Concern:

Please be advised that this law firm represents Donna Jones in claims arising from her employment with CAVU Experiences (AMER) LLC (“CAVU”). Ms. Jones is an “aggrieved employee” as defined by Labor Code section 2698, *et seq.* due to CAVU’s violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, “aggrieved employees” are all current and former non-exempt employees of CAVU who have worked for CAVU in California at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Ms. Jones’s contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

Ms. Jones worked for CAVU as a non-exempt Server from approximately August 2022 until approximately April 2023.

During Ms. Jones’s employment with CAVU, CAVU failed to provide Ms. Jones and other aggrieved employees with all statutorily mandated meal periods due to CAVU’s policies/practices. Specifically, CAVU’s policies and practices made it impracticable for Ms. Jones and other non-exempt employees to take a 30-minute off-duty meal period prior to the end of the fifth hour of work, and consequently, Ms. Jones’s meal periods were often missed altogether or were late (i.e., commencing after 5 hours of work) and/or short (less than 30 minutes). For example, on March 11, 2023, Ms. Jones’s time records reflect that she clocked in at 3:47 AM and clocked out for her meal period at 9:34 AM, resulting in a meal break commencing after her fifth hour of work. Likewise, on October 26, 2022 Ms. Jones missed her meal period entirely. In those instances that CAVU failed to provide Ms. Jones and other aggrieved employees with a legally compliant meal period, CAVU failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, CAVU maintained no payroll code or other mechanism for paying meal period premiums when CAVU failed to provide a legally compliant meal period.

As a result of CAVU's failure to pay all meal premium wages, CAVU has failed to pay all wages to Ms. Jones and other formerly employed aggrieved employees at the separation of their employment.

As a further result of CAVU's failure to pay all rest period premium wages, CAVU have maintained inaccurate payroll records, and issued inaccurate wage statements to Ms. Jones and other aggrieved employees.

As described above, CAVU committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Meal Period Violations

As alleged herein, CAVU has failed in its affirmative obligation to provide its employees in California, including Ms. Jones and other aggrieved employees, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite CAVU's violations, CAVU has not paid an additional hour of pay to Ms. Jones and other aggrieved employees at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, 512, and 1198, for all such meal period violations.

Wage Statement Violations

As alleged above, CAVU has, as a matter of uniform policy and practice, failed to furnish Ms. Jones and other aggrieved employees with complete and accurate wage statements with respect to, *inter alia*, all meal and rest period premium wages earned, in violation of Labor Code § 226(a).

Failure to Pay All Wages Owed at Termination

As alleged herein, CAVU has failed to pay Ms. Jones and other aggrieved former employees all wages owed to them at the time of termination of employment, including but not limited to all meal and rest period premium wages owed. This violates Labor Code §§ 201-202, which require prompt payment of all wages due at the end of employment when an employee is terminated or quits.

Ms. Jones is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Ms. Jones will initiate a civil action on behalf of herself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Jones' own investigation, and on information and belief, has committed the following Labor Code violations:

- a. CAVU has violated Labor Code §§ 226.7, 512, 516, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums

to Ms. Jones and other aggrieved employees at the employees' respective regular rates of compensation for meal period violations;

- b. CAVU has violated Labor Code §§ 226 and 1198 by failing to furnish Ms. Jones and other aggrieved employees with accurate and complete itemized wage statements; and
- c. CAVU has violated Labor Code §§ 201-203 by failing to pay all wages owed to Ms. Jones and other aggrieved former employees at their separation of employment.

Pursuant to Labor Code section 2699.3, please notify our office and CAVU if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
ABRAMSON LABOR GROUP

Tatiana Karamian
Tatiana Karamian

cc: CSC - LAWYERS INCORPORATING SERVICE
100 N. LASALLE STREET
CHICAGO, IL 60602

EXHIBIT C



CASE ASSUMPTIONS

Aggrieved Members	144
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	144
Subtotal Admin Only	\$3,500.00

Not-to-Exceed Total \$3,500.00

For 144 Aggrieved Members

Pricing Good for Scope of Estimate Only

December 2, 2025

Case: Jones v CAVU PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Party: Baruch Kreiman

Firm: Abramson Labor Group

Direct Tel: (213) 493-6300

Email: Baruch@abramsonlabor.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 144 Aggrieved Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one

spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$31.88	1	\$31.88
Call Center & Long Distance	\$2.00	13	\$26.00
NCOA (USPS)	\$50.00	1	\$50.00
Total			\$607.88

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	144	\$36.00
Notice and Check Packet	\$1.25	144	\$180.00
Estimated Postage (up to 1 oz.)*	\$0.74	144	\$106.56
Total			\$572.56

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	2	\$100.00
Skip Tracing Undeliverables	\$2.00	22	\$43.20
Remail Notice Packets	\$2.00	22	\$43.20
Estimated Postage	\$0.60	22	\$12.96
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$299.36

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	1	\$125.00
Case Manager	\$75.00	1	\$75.00
Total			\$200.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Total			\$990.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	1	\$125.00
Remail Undeliverable Checks (Postage Included)	\$1.75	14	\$25.20
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$65.00	1	\$65.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$100.00	1	\$100.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$300.00	1	\$300.00
Total			\$830.20

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$3,500.00



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT D

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13 Exhibit D - Proof of Submission of the
14 Motion to the LWDA (Placeholder)
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EXHIBIT E

Jones v. CAVU Lounge

Experiences (W&H Litigation)

Type: Employment Litigation (Individual) | ID:

335091 | File Ref: v40

Jones, Donna



Date	Timekeeper	Description	Type	Quantity	Unit price	Bill amount	Bill Status	Inv No.	Supplier Payment Status	Purchase Ref
Mar 22, 2024	Segura, Yoni	J&J Order #8905027 Complaint Filing Fee	Soft cost	1.00	1,565.60	\$1,565.60	Unbilled	-		-
Mar 22, 2024	Segura, Yoni	Zachs Invoice #8222 Service of Complaint	Soft cost	1.00	68.00	\$68.00	Unbilled	-		-
Mar 22, 2024	Segura, Yoni	Zachs Filing ID 9827272 Filing POS	Soft cost	1.00	11.80	\$11.80	Unbilled	-		-
Jul 30, 2024	Soong, Ann	Zach's Filing 10570524 Case Management Statement 8/23/24	Soft cost	1.00	11.80	\$11.80	Unbilled	-		-
Aug 08, 2024	Segura, Yoni	Zachs Filing ID 10622137 Joint CMS for August 2024	Soft cost	1.00	11.80	\$11.80	Unbilled	-		-
Jan 13, 2025	Segura, Yoni	Zachs Filing ID 11457847 - Filing Joint CMS	Soft cost	1.00	13.35	\$13.35	Unbilled	-		-
Nov 25, 2025	Louis, Tyler	Zach Filing 13338825 - Joint CMC statement	Soft cost	1.00	13.35	\$13.35	Unbilled	-		-
Dec 08, 2025	Kreiman, Baruch	Mediation Fees - Monique Ngo-Bonnici - Plt half	Soft cost	1.00	12,750.00	\$12,750.00	Unbilled	-		-
Mar 13, 2026	Louis, Tyler	Joint CMS - Zachs Filing 14013920	Soft cost	1.00	16.45	\$16.45	Unbilled	-		-
				9.00		\$14,462.15				